

**From:** Jerry Heyman  
**To:** Microsoft ATR  
**Date:** 1/23/02 9:37am  
**Subject:** Settlement objections

I'm a little confused here with the settlement. The judge ruled that Microsoft acted (and continues to act) in with a monopolistic nature, and none of the remedies proposed seem to punish/temper these behaviors.

First objection has to do with who Microsoft has to disclose the the information to (Section III.D):

ISV, IHV, IAP, ICP, and OEM - where does it include the Open Software movement? The Samba project ([www.samba.org](http://www.samba.org)) is he most successful Open Software compatibility product in the world, and based on the wording - they will not be able to get the necessary information to continue their compatibility.

Section III.H.3:

According to my reading, after 14 days, Microsoft can have the system revert to its pristine, Microsoft designed, interface with a simple query to the user. Does it also provide for a return back if the user uses the system for 14 days, decides to try Microsoft's version - and doesn't like it and wants to return to what they had when they first purchased the machine? Many people like to experiment - but they like to be able to go back to the original if the new doesn't meet their needs.

Section III.J.1:

Security issues. Since Microsoft itself cannot yet determine what parts of the Windows Operating System have security issues (see the latest MAJOR problem with Windows XP), how does this agreement stop Microsoft from making the security claim on almost any part of the Windows product?

Section V.B:

If Microsoft fails to live up to the agreement, the penalty is that they have to live with agreement for another two years? I'm confused - that is considered a penalty? If a felon is paroled, and violates parole, the parole isn't then extended for two more years - the individual goes back to prison. Why is this different?

Sincerely,

Jerrold Heyman

